



COLLABORATIVE  
PRACTICE

Resolving Disputes Respectfully.

**Agreement to Retain Divorce Coach  
in the Collaborative Divorce Process  
Collaborative Practice Institute of Michigan**

I, \_\_\_\_\_ agree to retain \_\_\_\_\_ as a Divorce Coach in my Collaborative divorce process. I understand that my coach will be part of the Collaborative practice team of attorneys and other professionals, and as such, will share in the obligations and responsibilities of the team as specified in the Collaborative Practice Participation Agreement.

I understand that the Divorce Coach is a member of the Collaborative team, whose function is to:

1. Provide support to a party. This may include helping to set realistic goals; navigate the emotional aspects of the divorce; stay focused on practical matters such as housing, income, career changes, needs of the children; deal with day-to-day issues; and explore options for the future.
2. Participate in the team process by assisting me to stay focused on a positive outcome.
3. Develop and implement effective and assertive communication skills.

I understand that the Divorce Coach does not provide psychotherapy for me; if my coach believes psychotherapy is indicated, my coach will facilitate an appropriate referral. Therefore, information provided to the Collaborative team shall not be considered health information, and therefore is not subject to HIPAA requirements. Also, health insurance may not be used to cover this service.

I agree that the Divorce Coach may meet with the attorneys and other team members to further the goals enumerated above. My coach may also exchange information with my therapist to help further my effective participation in the Collaborative process.

I agree to provide a retainer of \$\_\_\_\_\_ at the commencement of services. Payment will be at the rate of \$\_\_\_\_\_ per hour, prorated at no less than 10-minute increments. Services include, but are not limited to, telephone and email contact (other than to schedule appointments), file review, consultations with other team members, and presence at mediation or team meetings. These will be billed against the retainer on a monthly basis. I agree to replenish the retainer when it is depleted to \$\_\_\_\_\_ or less.

I understand that confidentiality is limited in this process. In order to streamline the Collaborative process, relevant information may be shared with other team members. However, the Divorce Coach will make every effort to maintain confidentiality when specifically requested to do so. Further, my coach will use discretion in revealing only what my coach deems essential to accomplish the goals of the Collaborative process. Michigan law does not allow confidentiality to be maintained where there are allegations or evidence of child abuse or neglect. As a mental health professional, my coach is required by statute to reports such allegations or evidence.

In the event that the Collaborative process breaks down, or at the time the Judgment of Divorce is entered, the Divorce Coach's involvement will terminate, unless a new retainer is executed. My coach may, however, consult at my request with any new counselor, coach, or therapist I may retain. However, my coach will not be involved in any subsequent adversarial matters and will not be asked to testify in court.

I understand and agree to these terms.

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Client

Date